YOUR SIM CARD

TERMS OF SERVICE AND ACCEPTABLE USE POLICY

ROGERS™

NOW YOU CAN TAKE YOUR WORLD WITH YOU.

Your SIM card is a unique benefit of GSM, the most widely used wireless technology in the world. It holds your wireless phone number and address book and allows you to easily change wireless devices without losing any personal information. Your SIM card is also your connection to Rogers, operating on Canada's only GSM/GPRS/HSDPA network.

WELCOME.

ROGERS™

Your GSM device needs a Subscriber Identity Module (SIM) card to make and receive calls on the Rogers Wireless network. This guide shows you how to activate and use your SIM card.

ABOUT YOUR SIM CARD

- Your SIM card contains your wireless information to authorize your GSM device to make and receive calls.
- To avoid damage to your card and the card's memory, turn off your device before inserting or removing the card and do not bend, scratch or expose it to static, electricity or magnetic fields.

If your SIM card is lost or stolen, immediately call Customer Care so your SIM card can be suspended. Otherwise you will be liable for usage charges on your missing SIM card.

ABOUT YOUR PIN

- Your SIM card's Personal Identification Number is temporarily set to 1234.
- Immediately change this to a PIN known only to you (see your device user manual).
- Remember to keep your PIN confidential to avoid unauthorized use of your SIM card.
- To lock your SIM card, see your device user manual.

For security, if the wrong PIN is entered 5 times, your SIM card will be "blocked" from your device. To "unblock" your SIM card, call Customer Care for assistance.

WHERE TO GET HELP

CUSTOMER CARE

- From your GSM phone ***611**
- From another phone in Canada or the U.S. **1-877-764-3772**
- Online **rogers.com/simhelp**
- International **1-514-734-7632**
- For other Rogers products and services, visit **rogers.com**

USING YOUR SIM CARD

STEP ONE
CHARGE YOUR DEVICE BATTERY

- Fully charge your wireless device according to the manufacturer's user manual

STEP TWO
DETACH AND INSERT SIM CARD INTO YOUR GSM DEVICE

- Carefully punch out the gold-coloured SIM card
- Ensure your device is powered off
- Insert card in GSM device (see your device user manual)

STEP THREE
TURN ON YOUR DEVICE

- After your service has been activated, your device will display "Rogers"
- You are now ready to use your device

See your device user manual for more detailed information about your specific model. If you need help, please call Customer Care for assistance.

ROGERS TERMS OF SERVICE

The following terms and conditions of service (the "Terms") govern your use of the Services. Any current Rogers document describing the plans, features, services or products you have selected and any other document incorporated by reference (collectively, the "Materials") together with these Terms constitute our agreement with you (the "Service Agreement"). If there is any inconsistency between the Materials and these Terms, these Terms will prevail. No sales representative, dealer, agent, officer or employee of Rogers has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification. These Terms cannot be changed by you.

Throughout this document:

- **us, we, our and Rogers** means the Rogers entity named in the Service Agreement;
- **Service or Services** means, any or all of the wireless services, Internet access services, phone services, television services or other services that you subscribe to under the Service Agreement or receive from or through Rogers; Rogers has joined forces with Yahoo! Inc. ("Yahoo!") to provide the Rogers Internet access services and related Yahoo! services, which are collectively referred to in these Terms as **Internet Services**;
- **Equipment** means any device, equipment or hardware used to access the Services or used in conjunction with the Services, including any SIM (Subscriber Identity Module) card.

Your account information may, from time to time, be disclosed to other members of the Rogers Communications Inc. organization and to our agents and authorized dealers in order to service your account, respond to your questions and promote additional products and services offered by members of the Rogers organization that may interest you. If you do not wish to receive offers or information from related Rogers entities, please contact Rogers at the address set out below.

Unless otherwise specified in the Service Agreement, we may change, at any time, any charges, features, content, programming, structure or any other aspects of the Services, as well as any term or provision of the Service Agreement, upon notice to you. If you do not accept a change to the Services, your sole remedy is to terminate the Service Agreement and the Services provided under the Service Agreement, within 30 days of your receipt of our notice of change to the Services (unless we specify a different notice period), by providing us with advance notice of termination pursuant to Section 31. If you do not accept a change to these Terms, your sole remedy is to retain the existing Terms unchanged for the duration of the Commitment Period (as defined below), upon notice to us within 30 days of your receipt of our notice of change in the Terms.

By entering into the Service Agreement, you:

- authorize Rogers to obtain information about your credit history and agree that Rogers may provide information to others about your credit experience with Rogers;
- accept all provisions of the Service Agreement, including those set forth in the Materials and these Terms;
- agree to cause all persons who use Services under your account or with your authorization to comply with the Service Agreement;
- acknowledge that the acts or omissions of all persons who use Services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- acknowledge that you have received and had the opportunity to review a copy of the Service Agreement, including the Materials and these Terms;
- confirm that the information you have provided to us is up to date and accurate; and
- agree to notify us of any change in your information.

Charges; Account and Payment Information

1. Charges will commence on the date of the initial activation of the Services or the Equipment, whichever is earlier (the "Activation Date").
2. Unless otherwise agreed to by you and us, we will bill you monthly. We may bill you, however, for a charge up to six months from the date the charge was incurred.
3. You are liable for all charges to your account. Charges to your account are due and payable in full from the date of your invoice or statement. If you are paying by mail or through a financial institution, please allow adequate time for your payment to reach us prior to the required payment date.
4. If payment of an amount due on your account is not **received** by us by the required payment date specified by us, it will be considered a delinquent amount and will be subject to a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice on which the delinquent amount appears until the date we **receive** such amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.
5. Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the following:
   - collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
   - returned or rejected payments;
   - change of any identifier (e.g., phone number); and
   - the restoral of Service.

   A list of such charges is available on request, or at rogers.com/charges, and is incorporated into these Terms by reference.
6. When roaming off Rogers' facilities (including voice, data and hotspot roaming), you will be responsible for all applicable Rogers' charges and will be subject to the limitations or conditions of service of the service provider of such roaming services.
7. Any questions or discrepancies regarding charges must be reported to us within 90 days of the date of our invoice or other statement. Failure to notify us within this time period will constitute your acceptance of such charges.
8. Unless otherwise set out in the Materials, if you agree to subscribe to one of our plans or Services for a committed period of time (the "Commitment Period"), you may be subject to an early cancellation fee ("ECF") for each Service. Any decrease in your Commitment Period may be subject to a fee. **If your Service is terminated prior to the end of the Commitment Period, you will pay us an ECF as specified in the Service Agreement, plus taxes.**
9. If you are receiving any benefit as a result of your relationship with a third party (e.g., your employer), we may verify such relationship. If you become ineligible to receive such benefit for any reason (e.g., your employment is terminated or your employer becomes ineligible to receive the benefit), we reserve the right to transfer your Service to an alternate Service plan, as determined by us in our sole discretion.
10. Changes to your account (e.g., price plan, features or identifiers) will not take effect until after your next billing date.

Deposit; Credit Requirements

11. We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory prepayments) at any time and on such terms as determined in our sole discretion. You will not earn any interest on any deposits or other payments held by us. If your Service is terminated, we will apply any deposits or other payments against the outstanding final balance on your account.
12. Upon notice to you, we may assign, change or remove a credit limit on your account at any time. Service may be suspended, at any time, to any and all of your accounts, if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. Recurring service charges continue to apply during any suspension of Services.

Identifiers

13. You do not own any identifier (e.g., telephone, account, calling card or PIN number; e-mail, IP or Web page address; access code, etc.) assigned to you, and we may change or remove any identifier at any time upon notice to you.

Acceptable Use

14. You may not use the Services for anything other than your own personal use. You may not resell the Services, receive any charge or benefit for the use of the Services or provide Internet access or any other feature of the Services to any third party. You may not share or transfer your Services without our express consent.
15. From time to time, we may establish policies, rules and limits (together, the "Policies") concerning use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. Your use of the Services is subject to these Policies. We will provide you with notice of the Policies and of changes to the Policies. Our Acceptable Use Policy, available at rogers.com/terms, is incorporated into these Terms by reference. In addition, when using certain Yahoo! services, you may be subject to additional terms (which may be posted from time to time) applicable to such Services and which are incorporated by reference into these Terms.
16. When using the Services, the Equipment or any products, content, applications or services used in conjunction with the Services or Equipment, you must comply with all applicable laws and our Policies.
    We may suspend or terminate your Services, the Service Agreement and any other agreement for services you may have with any related Rogers entity, without notice to you, if you engage in one or more of the activities prohibited by our Policies. In addition, you may be charged for any costs incurred by us or any related Rogers entity in connection with your breach of the terms of this Section, including costs incurred to enforce your compliance.
17. We reserve the right to restrict, change, suspend or terminate your Service by any means if your access, use or connection to the Services, Equipment or our facilities is impairing or adversely affecting our operation or the use of our Services or facilities by others.

Content

18. We do not own content that you make available for inclusion on the Services (including the Internet Services). However, with respect to content you make available for inclusion on publicly accessible areas of the Services, you grant us the following world-wide, royalty-free and non-exclusive licenses, as applicable:
    - With respect to photos, graphics, audio or video content: the license to use, distribute, reproduce, modify, adapt, publicly perform, publicly display and communicate by telecommunication such content on the Services solely for the purpose for which it was made available. This license exists only for as long as you elect to continue to include content on the Services and terminates when you remove or we remove such content from the Services.
    - With respect to all other content (other than photos, graphics, audio or video): the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, communicate by telecommunication, publicly perform and publicly display, and to incorporate it into other works in any format or medium now known or later developed.

    "Publicly accessible" areas of the Services are those areas of the Services that are intended by us to be available to the general public, e.g., online message boards that are open to both registered members and visitors. Publicly accessible areas of the Services do not include those portions of the Services that are only accessible by registered members or intended for private communication, e.g., e-mail and instant messenger.
19. We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with the Service Agreement or any Policies, or protect ourselves, our customers or the public. We reserve the right to move, remove or refuse to post any content, information or materials, in whole or in part, that we decide are unacceptable, undesirable or in violation of the Service Agreement.

Equipment

20. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:
    - you will take reasonable care with such Equipment;
    - you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
    - you may not re-locate such Equipment without our knowledge and permission; and
    - you will return such Equipment to us at your own expense upon termination of the Services to which the Equipment related.

    If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.
21. You authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our Services or our facilities.
22. Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 911 services). Such requirements may be changed from time to time at our sole discretion. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.
23. You must immediately notify us, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. Should you then wish to terminate your Services, your obligations under the Service Agreement, including the ECF, will apply.

Software

24. Any software and accompanying documentation we provide to you remains our property or that of our licensors. You will take reasonable steps to protect such software or documentation from theft, loss or damage. You must review and agree to the applicable end user license agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of the Service Agreement.

No Warranties; Limitations on our Liability

25. You acknowledge and understand that the Services or access to the Services, including 911 or special needs services, may not function correctly, or at all, in the following circumstances:
    - if your Equipment fails, is not configured correctly or does not meet Rogers' requirements;
    - in the event of a network outage or extended power failure;
    - if you tamper with or, in some cases, move the Equipment; or
    - following suspension or termination of your Services or account.
26. Neither Rogers nor Yahoo! or their affiliates, licensors, suppliers and agents (and their respective employees, officers, directors and representatives) are responsible or liable to you for any content, applications or services provided to you or accessible by you through the Services, any charges incurred in connection with such content, applications or services or anything that is or can be done with such content, applications or services even if you are billed for such content, applications or services. All such content, applications or services is accessed or transmitted solely at your own risk.

27. To the maximum extent permitted by applicable law:
    - neither Rogers or Yahoo! guarantees or warrants the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties (collectively, the "Offering");
    - you bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering connections or networks; and
    - neither Rogers or Yahoo! make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.

    All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from Rogers, Yahoo!, or our agents, dealers or representatives, creates any term, condition, representation or warranty not expressly stated in the Service Agreement. You are solely responsible for the following matters:
    - any access to the Equipment;
    - maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or network; and
    - protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.

28. Unless otherwise specifically set out in the Service Agreement, to the maximum extent permitted by applicable law neither Rogers or Yahoo! will be liable to you or to any third party for:
    - any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; personal injury; death or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
    - the denial, restriction, blocking, disruption or inaccessibility of any Services, including 911 or special needs services, Equipment or identifiers (including telephone numbers);
    - any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
    - any error, omission or delay in connection with the transfer of telephone numbers to or from another telecommunications service provider or any limitation connected thereto;
    - any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
    - any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

    These limits are in addition to any other limits on Rogers' liability or Yahoo!'s liability set out elsewhere in the Service Agreement and apply to any act or omission of Rogers, Yahoo! and their respective employees, officers, directors, agents and representatives, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

Confidentiality of Your Information

29. Unless you provide express consent, or disclosure is required pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than:
    - you;
    - a person who, in our reasonable judgment, is seeking the information as your agent;
    - another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis, with the information to be used only for that purpose;
    - a company involved in supplying you with telephone or telephone-directory-related services, provided the information is required for that purpose and disclosure is made on a confidential basis, with the information to be used only for that purpose;
    - an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
    - an agent retained by us to evaluate your creditworthiness, provided the information is required for and is to be used only for that purpose;
    - a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities; or
    - a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

    Express consent to disclosure may be obtained as follows:
    - by written consent;
    - by oral confirmation verified by an independent third party;
    - by electronic confirmation through the use of a toll-free number;
    - by electronic confirmation via the Internet;
    - by oral consent, where an audio recording of the consent is retained by us; or
    - by consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

    Personal information collected in connection with the provision of the Services may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions. For further information about how your personal data is treated when using the Internet Services, see the privacy statement at http://rogers.yahoo.com/privacy.

Term; Suspension; Termination

30. The term of the Service Agreement, and any applicable Commitment Period, starts on the Activation Date and shall continue indefinitely until terminated in accordance with the provisions of the Service Agreement or applicable law.
31. Unless otherwise permitted by applicable law:
    - you may terminate all or any part of your Services or accounts upon no less than 30 days advance notice by contacting Rogers at the appropriate points of contact specified in these Terms; and
    - Rogers may terminate all or any part of your Services upon no less than 30 days advance notice to you at your billing address.

    Applicable charges continue to apply until the end of the notice period or until the Services are no longer accessible by you, whichever is later. The transfer of your telephone number to another telecommunications service provider constitutes a termination of the applicable Service(s); and an ECF may apply as set out in Section 8.

32. We may restrict, block, suspend or terminate any or all of your Services or accounts, including 911 service, or identifiers in any way, without notice or liability to you, if:
    - you are in breach of the Service Agreement, including non-payment of your charges or non-compliance with any Policies;
    - you do not maintain Service usage within the prescribed credit limit;
    - you exceed reasonable usage limits, as determined by us;
    - you have given us false, misleading or outdated information;
    - we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services or facilities by others;
    - you harass, threaten or abuse us or our employees or agents;
    - you fraudulently or improperly seek to avoid payment to us;
    - bankruptcy or insolvency proceedings are instituted by or against you;
    - any account or service on which your Services depend is terminated for any reason; or
    - we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.
33. If we restrict, suspend, block or terminate your Services or accounts:
    - you must pay any amounts owing;
    - we may also suspend, block or terminate, without notice or liability, your Services under any other agreement or account that you may have with us or a related Rogers entity (including accounts that may be in good standing);
    - your access to emergency or special needs services (e.g., 911) may also be restricted, suspended, blocked or terminated; and
    - your rates for services with related Rogers entities may change in accordance with the terms of those services.

Arbitration

34. **To the extent permitted by applicable law**, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:
    - the Service Agreement;
    - the Services or Equipment;
    - oral or written statements, advertisements or promotions relating to the Service Agreement, the Services or Equipment; or
    - the relationships that result from the Service Agreement.
35. **Where applicable**, arbitration will be conducted in the Province in which you reside, on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. Rogers will pay all reasonable costs associated with any such arbitration.

Intellectual Property

36. All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by, Rogers Communications Inc. or of one of its affiliates. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of the Rogers Legal Department.

General

37. The Service Agreement, as amended from time to time, constitutes the entire agreement between you and Rogers for the Services and supersedes all prior agreements, written or oral, with respect to the same subject matter. The respective obligations of the Rogers entities and/or Yahoo! are several and not joint. With respect to Internet Services, the obligations of Yahoo! and Rogers are several and not joint. If any portion of the Service Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of the Service Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of the Service Agreement. The Service Agreement enures to the benefit of and is binding on you, your heirs and your legal personal representatives and on your and Rogers' respective successors and assigns. You may not assign or transfer the Service Agreement without our prior consent. We may assign or transfer the Service Agreement or any of our rights or obligations hereunder without your consent. The provisions of Sections 8, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 43, 45, 48, and 50 survive termination of the Service Agreement. These Terms have been drawn up in the English language at the express request of the parties. La présente convention a été rédigée en anglais à la demande expresse des parties.

Governing Law

38. The Service Agreement is governed exclusively by the laws of the province in which your billing address is located, but if your billing address is outside of Canada, the Service Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Please note that your rights and remedies may vary by province.**

How to Contact Us

39. To contact Rogers regarding our Services: call 1-888-ROGERS1 (1-888-764-3771) or, from your wireless phone, call *611 (it's a free call); go online at rogers.com/contactus; or write to Rogers Customer Relations Manager, 40 Weber Street East, 5th floor, Kitchener, ON N2H 6H3 or 6315 Côte de Liesse, St-Laurent, QC H4T 1E5.
40. To contact Yahoo! Inc. regarding our Internet Services only: write to Manager, Customer Care, Rogers Yahoo! Hi-Speed Internet, 701 First Avenue, Sunnyvale, CA 94089, USA.
41. Any notice of a claim must be given to the Rogers Legal Department, 333 Bloor Street East, Toronto, ON M4W 1G9.
42. Any notice shall be deemed to have been given on the date on which it was sent by the party giving the notice.

ADDITIONAL TERMS APPLICABLE TO WIRELESS SERVICES

911 Emergency Services Provided on a Mandatory Basis

43. In respect of the provision of 911 emergency services available through our wireless Services on a mandatory basis, we are not liable for:
    - libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our network from your property or premises or recorded by your equipment or our equipment;
    - damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us;
    - damages arising out of the transmission of material or messages over our network on your behalf, which is in any way unlawful; or
    - any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from your facilities and equipment.

    Except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related

to the provision of 911 emergency services on a mandatory basis is limited to the greater of $20 and three times the amount, if any, you would otherwise be entitled to receive as a refund for the provision of defective Service under the Service Agreement. However, our liability is not limited by this Section in cases of deliberate fault, gross negligence or anticompetitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

Prepaid Wireless Services

44. The following additional terms apply to prepaid Rogers wireless services:
    - deposits into your account for prepaid Rogers wireless services are non-refundable;
    - if you are entitled to a credit to your account, the credit will be valid only for a certain specified period following the initial activation of your Equipment to prepaid Rogers wireless services;
    - we will deduct a 911 Emergency Service Access Fee once per month from your account for the provision of access to 911 service (there is no airtime charge for calls made from your wireless device to 911); and
    - if your account balance remains at zero for six consecutive months or if required payments towards your account are not made or are returned, for any reason, your wireless identifier (e.g., telephone number or PIN number) will be deactivated.

ADDITIONAL TERMS APPLICABLE TO INTERNET ACCESS SERVICES

Home Networking

45. You acknowledge and understand that when using home networking, there are certain inherent risks (e.g., other users may gain access to your system or your Services and accounts). Rogers shall not be liable for any claims or damages relating to home networking, even if the home networking application or service is provided, installed, maintained or supported by Rogers.

Portable Internet Access

46. Portable Internet access service is not intended, nor supported by Rogers, for mobile use.

ADDITIONAL TERMS APPLICABLE TO HOME PHONE SERVICES

Choice of Long Distance Service Provider

47. You may choose your long distance service provider from those providers that have entered into connection arrangements with us. If you choose to receive local, but not long distance, telephone services from us, we may provide long distance services to you prior to your activation by your chosen long distance company to ensure continued availability of long distance services to you.

Telephone Listings and Directories

48. We will make your name, address and telephone numbers available to publishers of paper and electronic telephone directories and to providers of operator services, in accordance with legal or regulatory requirements. However, subject to the 911 service provider exception described below, you may opt to have your name, address and telephone number listing information omitted from these directories or services by requesting, and paying for, an unlisted telephone number. These directories or services, however, may receive or obtain your telephone numbers and address from a source other than us. Furthermore, your name, address and telephone numbers will be accessible by 911 service providers, even if you have requested, and paid for, an unlisted telephone number.

We will not be liable to you or to any third party for any error, inclusion or omission with respect to any telephone listings or directories.

Connections

49. You must supply all facilities and equipment, including all wiring inside your premises, and all telephone terminal equipment necessary to connect your facilities and equipment up to the point where the local telephone company's facilities end and your facilities begin. It is your responsibility to reconnect your facilities and equipment as necessary after termination of the Rogers phone services.

911 Emergency Services

50. In addition to the limitations on our liability set out above, the following limitations apply to the provision of 911 emergency services on Rogers phone Services.

    In order for 911 service to function properly, you must use the adapter which forms part of the Equipment we have provided you (the "Adapter") and other Equipment at your service address. We will not be liable to you or to any third party for your failure to comply with this requirement.

    Rogers Home Phone services may not function correctly, or at all, in the following circumstances:

    - if your Adapter or other Equipment fails or is not configured correctly;
    - in the event of a cable network outage or extended power failure;
    - if you tamper with or move your Adapter or other Equipment to a location other than your service address; or
    - following suspension or termination of your Service Agreement.

    We will not be liable to you or to any third party for any inability to use the Rogers phone Services or to obtain access to 911 emergency services as a result of the limitations described in this section.

ADDITIONAL TERMS APPLICABLE TO TELEVISION SERVICES

TV Equipment

51. Only one television or FM receiver may be attached to any outlet. Any unauthorized attachments to the Equipment or our cable, or interfering or tampering with the Equipment or cable or unauthorized use of our signals, is prohibited and may constitute theft under criminal law.
52. You may use the Equipment only at the service address identified on your account.

ACCEPTABLE USE POLICY

Important Note: Rogers may revise this Acceptable Use Policy ("AUP") from time to time without notice by posting a new version at rogers.com/terms.
Accordingly, subscribers should consult this document regularly to ensure that their activities conform to the most recent version. Please direct any questions or comments regarding this AUP and complaints of violations of this AUP by subscribers to abuse@rogers.com. Except where otherwise indicated, **"you"** and **"your"** means you and every person who uses the Services through your account.

Introduction

When using our Services, related Equipment and any products, content, applications or services in conjunction with the Services or Equipment, you must comply with all applicable laws, and our policies, rules and limits including this AUP. This AUP supplements and is incorporated into the Rogers Terms of Service (the **"Terms"**), which is available at rogers.com/terms. Unless otherwise defined in this AUP, defined terms have the meanings given to them in the Terms.
"Services" refers to any or all of Rogers' wireless services, Internet access services, phone service, television services or other services that you subscribe to or receive from Rogers. With respect to your Internet access services, in particular, Rogers has joined forces with Yahoo! Inc. (**"Yahoo!"**) to provide Rogers' customers with enhanced Internet services that include various communications tools, personalized content and other programming provided through Yahoo!'s network of properties. The Rogers Internet access services and Yahoo! services are collectively referred to in this AUP as **"Internet Services"** or Services generally.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY ROGERS THAT YOU ARE TERMINATING THE SERVICES.

Prohibited Activities

Without limitation, you may not use (or allow anyone else to use) our Services to:

(i) use, possess, post, upload, transmit, disseminate or otherwise make available content that is unlawful or violates the copyright or other intellectual property rights of others (as described in more detail below);
(ii) participate in any illegal soliciting or gaming schemes;
(iii) attempt to use the Service in such a manner so as to avoid incurring charges for usage;
(iv) participate in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature. You assume all risks regarding the determination of whether material is in the public domain;
(v) access the Internet via the Services using Internet Protocol (IP) addresses other than the IP address(es) assigned to you by us;
(vi) invade another person's privacy or collect or store personal data about other users; stalk or harass another person or entity;
(vii) access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as "packet sniffers";
(viii) upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or rightholder;
(ix) use, reproduce, sell, resell or otherwise exploit the Services for any commercial purposes;
(x) copy, distribute, sub-license or otherwise make available any software we provide or make available to you, except as authorized by us;

(xi) alter, reproduce, or tamper with the Services or any function, component or identifier of your Equipment, such as the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;

(xii) restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any Equipment used to connect to the Services, or create an unusually large burden on our network, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature; distributing mass or unsolicited e-mail ("spam"); or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information; or to use the Services in an abusive manner in connection with any unlimited packages, options or promotions;

(xiii) disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, our transmissions or data;

(xiv) interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including but not limited to denying service attacks, overloading a service, improperly seizing or abusing operator privileges ("hacking"), or attempting to "crash" a host;

(xv) use the Services for anything other than your own personal purposes (such as reselling the Services, providing Internet access or any other feature of the Services to any third party) or share or transfer your Services without our express consent;

(xvi) operate a server in connection with the Services, including, but not limited to, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;

(xvii) impersonate any person or entity, including, but not limited to, a Rogers' official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(xviii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or

(xix) port scan a person's computer without that person's consent, or use any tools designed to facilitate these scans.

Unlawful or Inappropriate Content

Each of Rogers, its affiliates, suppliers and agents reserves the right to move, remove or refuse to post any content, in whole or in part, that it, in its sole discretion, decide are unacceptable, undesirable or in violation of the Terms or this AUP. This includes, but is not limited to:

(i) obscene, profane, pornographic content;

(ii) defamatory, fraudulent or deceptive statements;

(iii) threatening, intimidating, abusive or harassing statements;

(iv) content that violates the privacy rights or intellectual property rights of others;

(v) unlawfully promote or incite hatred;

(vi) content that is otherwise offensive or objectionable; or

(vii) any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation.

For purposes of this AUP, **"content"** refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

Security

As set out above, you are responsible for any misuse of the Services, by yourself or by any other person with access to the Services through your Equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including without

limitation, wireless networking and wired networking. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including without limitation, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Rogers recommends against enabling file or printer sharing of any sort. Rogers recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate.

Unsolicited Messages

As set out above, the Services may not be used to send unsolicited, bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Services may not be used to collect responses from unsolicited e-mail messages sent from accounts on other Internet hosts or e-mail services that violate this AUP or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing e-mail headers is prohibited. You may not reference the Rogers network (for example, by including "Organization: Rogers" in the header or by listing an IP address that belongs to the Rogers network) in any unsolicited e-mail even if that e-mail is not sent through the Rogers network. "Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings. Rogers is not responsible for the forwarding of e-mail sent to any account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily, at Rogers' sole discretion.

Newsgroups and Online Forums

Messages posted to newsgroups and online forums must comply with the written charters or FAQs for those newsgroups and online forums. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups and online forums whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup or online forum before posting to it. Posting or cross-posting the same or substantially similar messages to multiple newsgroups or online forums may be prohibited by their respective charters. Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations. Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup or online forum. Each of Rogers and Yahoo! reserves the right to discontinue access to any Usenet newsgroup or Rogers Yahoo! Groups online forum at any time for any reason. You may not attempt to "flood" or disrupt Usenet newsgroups. "Disruption" is defined as posting a large number of messages to a newsgroup that contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be cancelled, except by the author or by official newsgroup moderators performing their duties. The Usenet news

service and Rogers Yahoo! Groups features included with the Internet Services are provided for interactive use by the subscriber, using the Rogers Yahoo! Home or a commonly-available NNTP client such as Outlook Express or Netscape Communicator. Non-interactive clients that download Usenet articles in bulk are prohibited.

Online Chat and Chat Programs

The Services may be used to participate in "chat" discussions. These discussions may be hosted by our servers, by servers owned or operated by our affiliates, suppliers or agents, by third party servers, or may not involve any servers at all. Neither Rogers nor Yahoo! has any obligation to monitor the content of any "chat" discussions. Rogers and Yahoo! are not liable for any claims, losses, actions, damages, suits or proceedings arising out of or relating to the content of any such discussions. The Services may not be used to perform chat "flooding". Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text. Any computer or other device connected through the Services may not maintain more than two simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the account holder is not physically present at the device. The Services may not be used to send messages that disrupt another Internet user's equipment, including software, hardware and user display. The Services may not be used to access any chat server in violation of the acceptable use policy of that server. The Services may not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges that have not been authorized. You may not use the Services to connect to chat servers or channels from which you have been previously banned. The Services may not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive such messages. Forging, altering, or obscuring your identity (other than using a nickname) while participating in chat sessions is forbidden.

Personal Web Pages

Rogers WebSpace Service

As part of your Internet Services, Rogers may offer the Rogers WebSpace service from time to time. Furthermore, Rogers may offer this service with some but not all tiers of the Services. Rogers may from time to time offer a feature of the Services through which you may create personal pages on the Rogers WebSpace server (the **"Rogers WebSpace Site"**). On the Rogers WebSpace Site, you can design, maintain, and publish texts, diagrams, illustrations, audio clips and related materials (**"Personal Content"**) for access by a global audience. You may not use this feature of the Services for commercial or business purposes. Rogers may make your Rogers WebSpace Site inaccessible if you exceed the monthly electronic traffic limits established by Rogers from time to time. You must ensure that your Personal Content is appropriate and complies with the Terms including this AUP. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content.

Rogers has the right to monitor or investigate Personal Content, including without limitation, if complaints are received regarding the language, content or graphics of your Personal Content. Rogers reserves the right to move, remove or refuse to post any Personal Content as set out above.

Yahoo! GeoCities

As part of your Internet Services, you may be provided with storage space and access for personal web pages through the Yahoo! GeoCities service. You are solely responsible for ensuring that any content that you publish via the GeoCities service complies with the applicable Yahoo! terms of service, including the rules and regulations set forth in the 'Yahoo! Geocities Terms of Service' (http://ca.docs.yahoo.com/info/tos.html) and the 'Yahoo! Geocities Guidelines' (http://ca.docs.yahoo.com/info/terms/geoglines.html).

Bandwidth, Data Storage and Other Limitations

You must comply with the then current bandwidth, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade any other subscriber's use of the Services, nor represent (in the sole judgement of Rogers) an unusually

large burden on the network itself. In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Rogers' ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/or other network services or components. You may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of Rogers. For example, you cannot provide Internet access to others through a dial up connection, host shell accounts over the Internet, provide e-mail or news service, or send a news feed. The Services are consumer products designed for personal access to and use of the Internet. For example, the Services do not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the Services. You may not provide network services to others via the Services. In addition, you are prohibited from running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

Your Service may be subject to a usage limit, as set out in your Service Agreement. Your Internet Services, in particular, has a monthly upload and download bandwidth limit depending on your plan. See rogers.com/uselimits for the current bandwidth limits for your Internet Service plan. If you exceed the limit set out in your plan, you may be subject to an excessive usage charge. Rogers may change the bandwidth limit, and excessive usage fees, applicable to your Internet Service plan, upon notice to you.

Violation of this Acceptable Use Policy

As set out in the Terms, we have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services or the Equipment; and to access or preserve content or information in accordance with the Terms. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action.

However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, Rogers, Yahoo!, and their respective affiliates, suppliers and agents may take any responsive actions they deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate suspension or termination of all or any portion of the Services or your account. Rogers, Yahoo! and their respective affiliates, suppliers and agents will have no liability for any such responsive actions. The above described actions are not exclusive remedies and Rogers, Yahoo! and their respective affiliates, suppliers and agents may take any other legal or technical action deemed appropriate. Upon termination of an account, Rogers and Yahoo! Are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This AUP shall be exclusively governed by, and construed in accordance with the governing law provision set out in the Terms.

Complaints

Please direct any complaints of violations of this AUP to abuse@rogers.com or contact us at 1-888-Rogers1. Questions or complaints, concerning third party content should be addressed to the applicable content provider.

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